

13 November
October 2013

Karimbla Properties (No.34) Pty Ltd

Lichaa Metlege, Mona Metlege, Joseph Metlege and Tiptell Pty Ltd

Deed of Variation

Contents

| | |
|---|---------------|
| 1. Interpretation | 3 |
| 1.1 Definitions | 3 |
| 1.2 Definitions in Original Document | 4 |
| 1.3 Construction | 4 |
| 1.4 Headings | 5 |
| 2. Consideration | 5 |
| 3. Variation of original document | |
| 3.1 Variations | 5 |
| 3.2 Original Document continues | 7 |
| 4. GST | |
| 4.1 Definitions | 7 |
| 4.2 Responsibility for GST | 7 |
| 4.3 Reimbursement of expenses | 7 |
| 4.4 Adjustment events | 8 |
| 5. General | |
| 5.1 Amendment | 8 |
| 5.2 Further steps | 8 |
| 5.3 Governing law and jurisdiction | 8 |
| 5.4 Counterparts | 8 |
| Annexure A – Plan | 11 |
| Annexure B – s88B Instrument & DP 1188343 | 15 |
| Annexure C – Plan for Easement for Signage and Electricity | 25 |

October 2013

Parties

Karimbla Properties (No.34) Pty Ltd ABN 68 160 519 380 (Karimbla) of Level 11, 528 Kent Street, Sydney NSW 2000 (**Adjoining Owner**)

Lichaa Metlege, Mona Metlege, Joseph Metlege and Tiptell Pty Ltd ACN 090 025 237 of 8 Bourke Street, Mascot NSW 2020 (**Developed Land Owner**)

Background

- A The City of Botany Bay Council (**Council**), the Developed Land Owner and GTA Industrial Custodian Pty Limited ABN 45 081 823 743 (Previous Owner) were the parties to the Original Document.
- B By Contract for Sale dated 5 March 2013 and Novation Deed, the Previous Owner sold the Adjoining Land to Karimbla and transferred its obligations in relation to the Adjoining Land to Karimbla.
- C The Developed Land Owner still owns the Developed Land and Karimbla now owns the Adjoining Land.
- D Since the date of the Original Document there have been changes to the plans for the development of both the Developed Land and the Adjoining Land.
- E The Developed Land Owner is in the process of developing the Developed Land in accordance with Development Application No.04/366 as modified pursuant to the section 96 modification application dated 17 October 2011.
- F Karimbla as the now Adjoining Owner does not intend to develop the Adjoining Land in accordance with Master Plan No. 03/589 and Development application No. 02/643. Instead Karimbla as the now Adjoining Owner intends to prepare revised plans for the proposed development of the Adjoining Land.
- G Karimbla as the now Adjoining Land Owner and the Developed Land Owner wish to vary the arrangements set out in the Original Document by the arrangements set out in this document.
- H The Developed Land Owner and the Council have consulted regarding the terms and obligations of the Original Document relating to the provision of a Right of Footway and the provision of an Easement for Services and have agreed upon their terms.
- I Karimbla as the now Adjoining Owner has been consulted.

Agreed terms

1 Interpretation

1.1 Definitions

In this document:

Adjoining Owner means Karimbla pursuant to Contract for Sale of Land dated 5 March 2013 from the Previous Owner to Karimbla.

Original Document means the Deed between the Council and the Adjoining owner and the Developed land Owner dated 9 January 2007.

Variation Date means the date of this document.

1.2 Definitions in Original Document

Unless the context otherwise requires, terms defined in the original Document have the same meanings in this document.

1.3 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

- (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit remedy, discretion or power;
 - (vi) time is to local time in Sydney;
 - (vii) "\$" or "dollars" is a reference to Australian currency;
 - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (x) this document includes all schedules and annexures to it; and
 - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document; and
- (g) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded;
- (h) where appropriate and the context of this document allows the definitions in the Original Document have been used for consistency.

1.4 Headings

Headings do not affect the interpretation of this document.

2 Consideration

Each party acknowledges to the other parties that it enters into this document and incurs obligations and gives rights under this document for valuable consideration received from the other parties.

3 Variation of original document

3.1 Variations

On and from the Variation Date, the Original Document is varied in accordance with the terms noted in italics and will include the further annexures in the way they are described in annexures "B"- "C" of this Deed :

- (a) Recital H is amended by deleting the second sentence and replacing it with *"In consideration of providing such a right of way the now Adjoining Owner covenants with the Council and with the Developed Land Owners their successors and assigns that the now Adjoining Owner will not undertake any development above the nominated Reduced Levels ("RLs") in the areas identified on the amended plan at Annexure "A"."*

- (b) Clause 2 is deleted and replaced with the following clause:

"Prior to the earlier of:

- (i) the registration of any plan of subdivision or strata plan in respect of the Developed Land; or*
- (ii) the issue of an occupation certificate in relation to the proposed development on the Developed Land,*

the Developed Land Owner shall register over title to the Developed Land in favour of the Adjoining Land and for use by the owners, lessees, tenants, licensees and other persons so authorised by the owner from time to time of the Adjoining Land:

- (i) a right of footway in the area shown on the amended plan in Annexure "A" on the terms described as Right of Footway variable width (whole lot) set out in the S88B Instrument and Deposited Plan 1188343 both being Annexure "B" to this Deed.*
 - (ii) an easement for signage within the area of the right of footway shown in Annexure "A" to this Deed and described in the Easement for Services variable width (whole lot) set out in the S88B Instrument set out in Annexure "B" to this Deed.*
 - (iii) an easement for Services within the area of the right of footway to be shown in the diagram at Annexure "C" to this Deed and described as Annexure "D" to the Original Document and upon the terms described as Easement for Services variable width (whole lot) set out in the S88B Instrument and Deposited Plan 1188343 both being Annexure "B" to this Deed.*
- (c) Clause 3 is amended by deleting "*, except to the extent set out in ING's Approvals as modified by the s96 Modification Application, and as shown on the plans annexed to this Deed and marked "C".*"
- (d) Clause 3(a) is deleted and replaced with the following sub-clause:

"(a) it shall not cause, permit or allow development to occur:

- (i) above the RLs nominated on the amended plan in Annexure "A";*
and
- (ii) beyond the set back of 2 and 5 metres*

as marked upon those parts of the Adjoining Land identified on the amended plan in Annexure "A", being the areas adjacent to the western and part southern boundary of the Developed Land."

- (e) Clause 3(b) is deleted and replaced with "*Not used.*"
- (f) Clause 8 is deleted and replaced with "*The Adjoining Owner will not lodge with Council any development application or modification application under section 96 of*

the Environmental Planning and Assessment Act which proposes structures above the RLs nominated on the amended plan in Annexure "A" upon those parts of the Adjoining Land identified on the amended plan in Annexure "A", being the areas adjacent to the western and part southern boundary of the Developed Land."

- (g) The plan at Annexure "A" of the Original Document is removed and replaced with the plan at Annexure "A" to this Deed.
- (h) The terms of the Right of Footway at Annexure "B" of the Original Document is removed and replaced with the description of the Right of Footway variable width (whole lot) at Annexure "B" to this Deed.
- (h) The plans annexed and marked "C" as referred to in clause 3 of the Original Document are deleted.
- (i) Annexure "C" to this Deed is inserted as a new Annexure "D" to the Original Document.

3.2 Original Document continues

The parties acknowledge and agree that the Original Document as varied by this document continues in full force on and from the Variation Date.

4 GST

4.1 Definitions

In this clause 4:

- (a) expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning as in GST Law; and
- (b) **GST Law** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*.

4.2 Responsibility for GST

- (a) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST.
- (b) If GST is payable by the supplier on any supply made under this document, the recipient will pay to the supplier an amount equal to the GST payable on the supply. That amount will be paid at the same time that the consideration for the supply is to be provided under this document and will be provided in addition to the consideration expressed elsewhere in this document. The supplier will upon receiving that amount from the recipient provide the recipient with a tax invoice in respect of the supply.

4.3 Reimbursement of expenses

Where a party is required under this document to pay for or reimburse an expense or outgoing of another party, the amount to be paid by the first party is the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing that the other party is entitled to; and
- (b) if the payment by the first party is consideration for a taxable supply, an amount equal to the GST payable by the other party in respect of the payment.

4.4 Adjustment events

If at any time an adjustment event arises in respect of a taxable supply made by the supplier under this document the supplier will provide the recipient with an adjustment note for the adjustment immediately upon becoming aware of the adjustment. Where such an adjustment event arises, a corresponding adjustment will be made to the amount payable by the recipient under this **clause 4.4** and a payment will be made by the recipient to the supplier or the supplier to the recipient as the case requires.

5. General

5.1 Amendment

This document may only be varied or replaced by a document executed by the parties.

5.2 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

5.3 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

5.4 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

Executed as a deed.

Executed by **Karimbla Properties (No.34)**)
Pty Ltd in accordance with section 127 of the)
Corporations Act 2001)



Secretary

ROBYN McCULLY

Name of Secretary (print)

Director

Peter Spira
Director

Name of Director (print)

Signed sealed and delivered by **Lichaa**)
Metlege in the presence of:)

Witness

Name of Witness (print)

Signed sealed and delivered by **Mona**)
Metlege in the presence of:)

Witness

Name of Witness (print)

Signed sealed and delivered by Joseph)
Metlege in the presence of:)

Witness

Name of Witness (print)

Executed by Tiptell Pty Ltd ACN 090 025)
237 in accordance with section 127 of the)
Corporations Act 2001)

Director

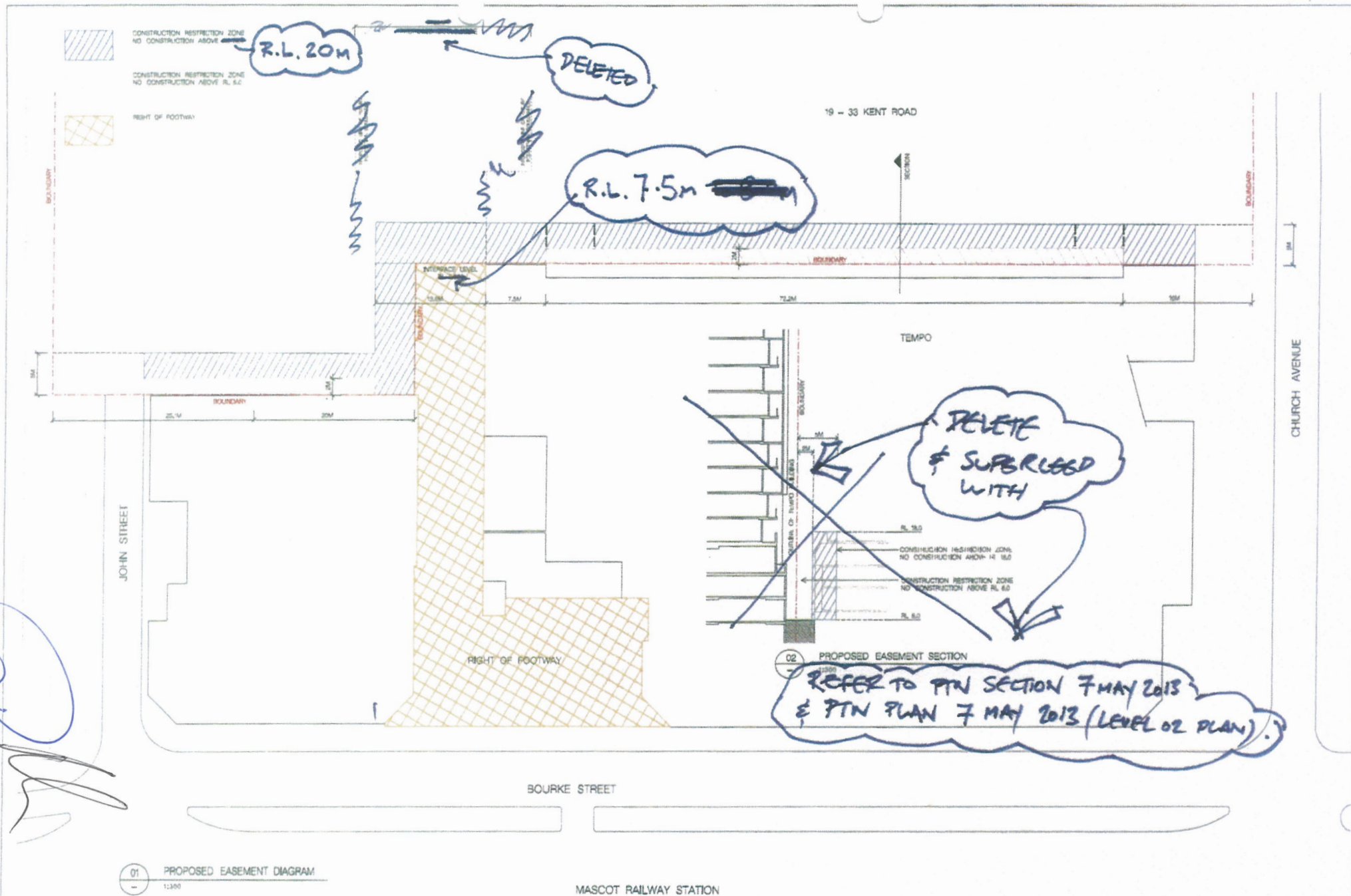
Director / Secretary

Name of Director (print)

Name of Director / Secretary (print)

Annexure “A”

“A” Amended Plan



NOTE:
THE INFORMATION CONTAINED IN THIS DOCUMENT IS FOR THE CLIENT ONLY. THE CLIENT SHALL
VERIFY ITS OWN REQUIREMENTS AND CALCULATION AND FORM ITS OWN VIEWS IN RELATION
TO THE USE OR DEVELOPMENT OF THE PROPERTY INCLUDING THE APPLICATION OF LOCAL
SCHEMATIC AND STATUTORY CONTROL. IT IS ASSUMED THAT THE CLIENT IS RESPONSIBLE FOR ITS
OWN COMPLIANCE IN CONSIDERING THE INFORMATION.

NOTE WELL: THIS DRAWING HAS BEEN PREPARED TO INDICATE THE REVISED BUILDING RESTRICTION AND
EASEMENTS FOR DISCUSSIONS WITH THE ADJACENT OWNERS AND COUNCIL - A SURVEYOR MUST BE
ENGAGED TO PREPARE THE REVISED EASEMENT AND RESTRICTION TITLES FOR INCLUSION IN THE DEED

PRELIMINARY

5489 PROPOSED EASEMENT SK-13
 1:300
 19-33 KENT RD, MASCOT
 30 JULY 2012

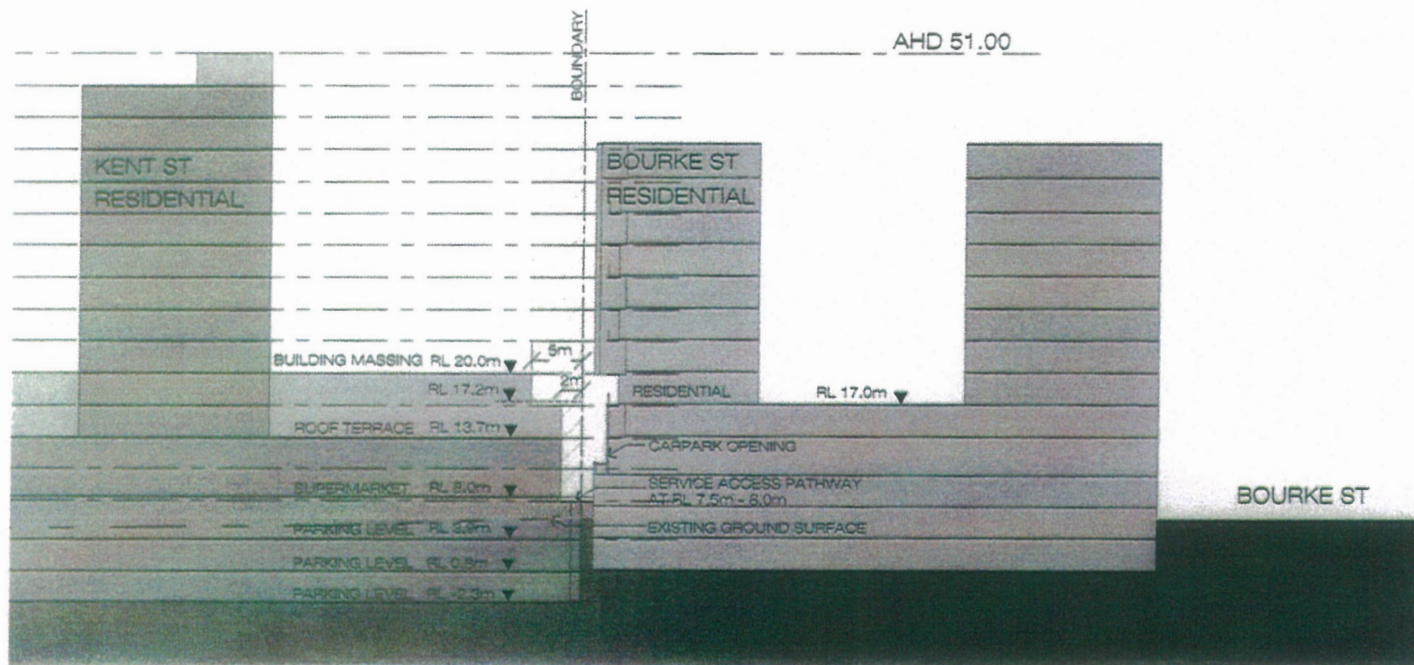
CANDELPAS ASSOCIATES
 L 9 219 CASTLEBRIDGE STREET
 SYDNEY NSW 2000
 T 9285 7788 F 9285 3477

19 - 33 KENT RD PROPOSED ENVELOPE SECTION

Preliminary
7 May 2013

PTW

PROPOSED TYPICAL EASEMENT SECTION ON BOUNDARY



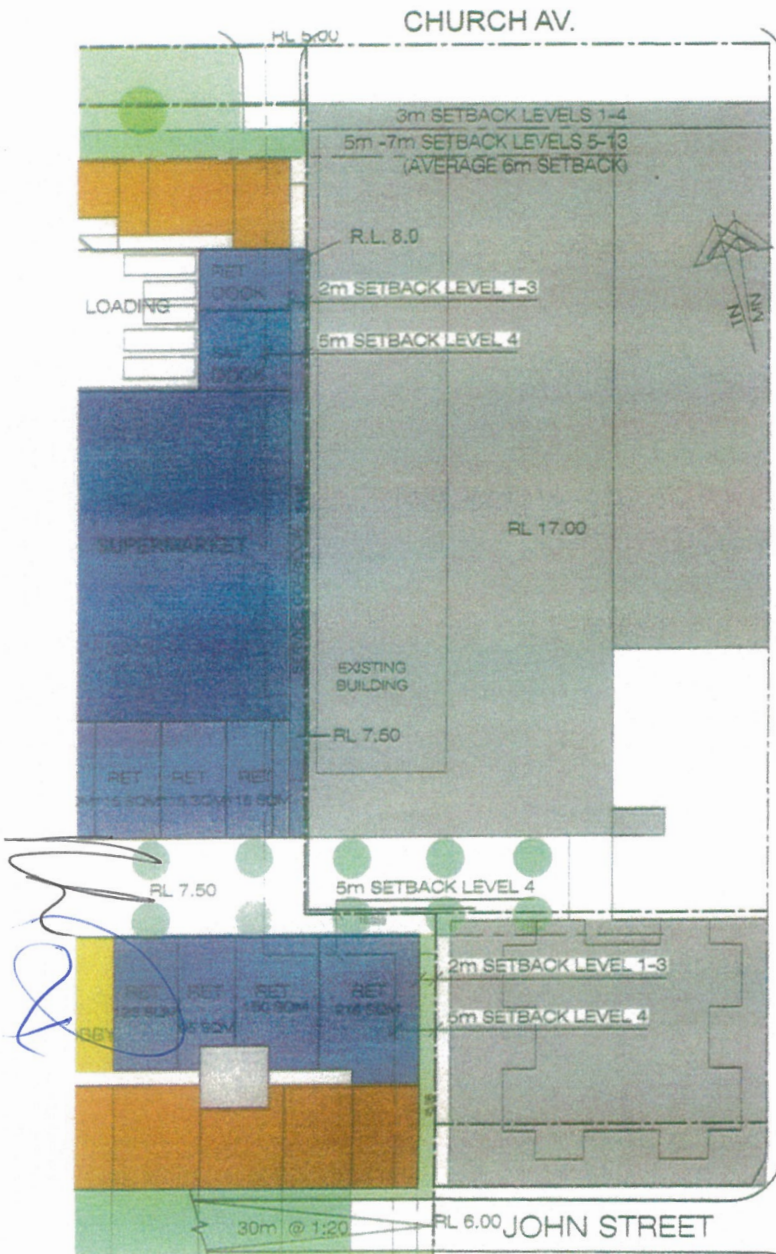
SECTION

19 - 33 KENT RD PROPOSED ENVELOPE PLAN

Preliminary

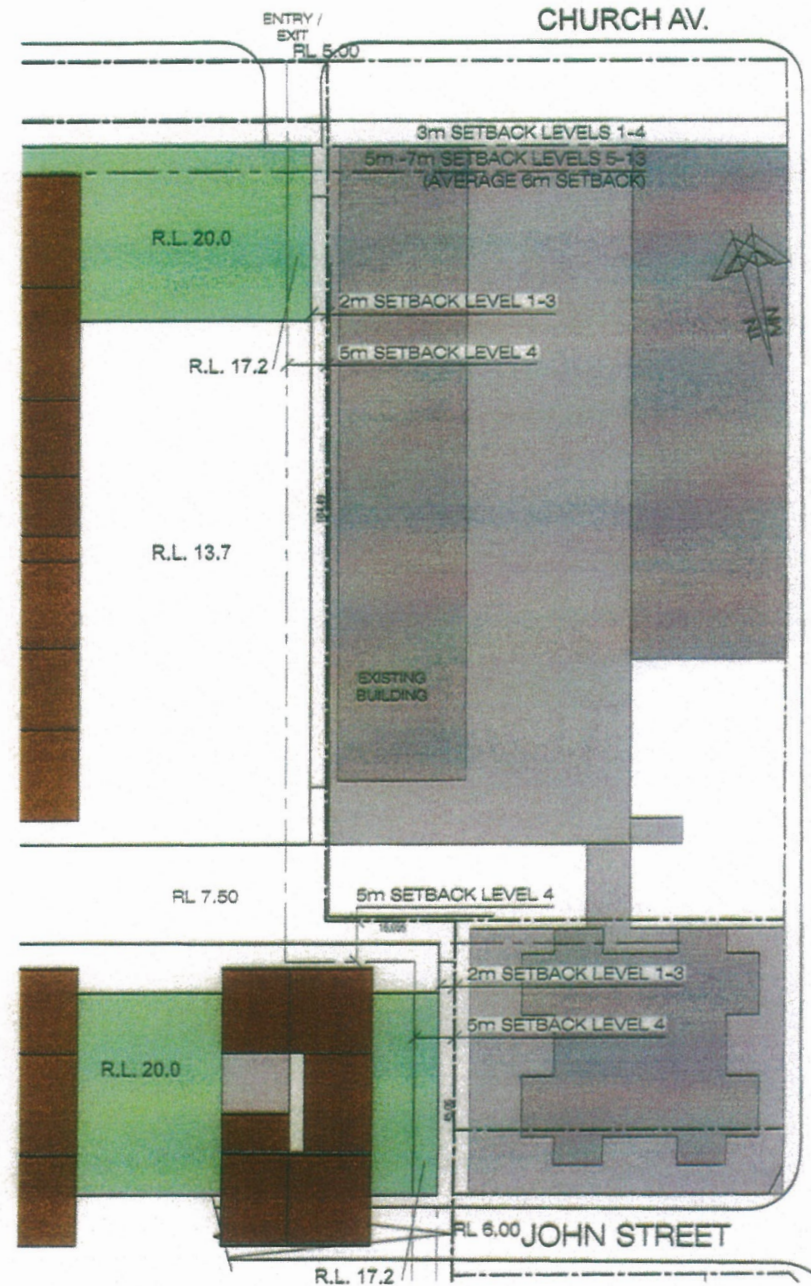
7 May 2013

PTW



Level 02

BOURKE ST.



Level 05

BOURKE ST.



Annexure “B”

Annexure “B” to the Original Document

Section 88B Instrument and Deposited Plan 1188343

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in metres:

(Sheet 1 of 4 Sheets)

Plan:

Plan of stratum Subdivision of part of Lot 100 DP 1155002
covered by Subdivision Certificate No. of

Full name and address of the owner of the land:

LICHAA METLEGE, MONA METLEGE, JOSEPH METLEGE
and TIPTELL PTY LIMITED of PO Box 276 Earlwood NSW
2206

PART 1

| Number of item shown in the intention panel on the plan: | Identity of easement, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|--|--|-----------------|--|
| 1 | Positive Covenant | 1 | Botany Bay City Council |
| 2 | Positive Covenant | 1 | Botany Bay City Council |
| 3 | Right of footway variable width (whole lot) | 2 | Lot 1 DP 1188343 and Lot 2 DP 620023 |
| 4 | Easement for services variable width (whole lot) | 2 | Lot 1 DP 1188343 and Lot 2 DP 620023 |
| | | | |
| | | | |

PART 2

Terms of Positive Covenant firstly referred to in the abovementioned plan

The registered proprietor covenants as follows with the Council in respect to the structure erected on the land described as "on site stormwater retention system" (which expression includes all ancillary gutters, pipes, pumps, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to retain stormwater) shown on plans approved by the Council (hereinafter called "the system").

1 The Registered Proprietor will:-

- Permit stormwater to be permanently retained by the system;
- Keep the system clean and free of silt, rubbish and debris;
- Maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner, and in doing so complete the same within the time and in the manner specified in written notice issued by the Council;
- Carry out the matters referred to in paragraphs (b) and (c) at the proprietor's expense;
- Not make any alterations to the system or elements thereof without prior consent in writing of the Council;
- Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause;
- Comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.

Approved by Botany Bay City Council

.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in metres:

(Sheet 2 of 4 Sheets)

Plan:

Plan of stratum Subdivision of part of Lot 100 DP 1155002
covered by Subdivision Certificate No. of

- 2 In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Terms of Positive Covenant secondly referred to in the abovementioned plan


The Registered Proprietor/Owners Corporation shall:

- a) Bear the responsibility for, and shall carry out the cleaning, maintenance and repair work in relation to Lot 2 in Deposited Plan 1188343 ("the Public Reserve") and without derogating from these obligations they shall, in accordance with Council's general requirements, carry out the following cleaning and maintenance work:
 - i. Maintain all trafficable surfaces, flags, masts, clocks, landscaping, water supply and drainage as well as artificial features and lighting;
 - ii. To maintain, as required, that area in a clean and tidy condition through regular cleaning, on a minimum of five (5) occasions in a seven (7) day period including removal of graffiti and conditions that may be dangerous to the public;
 - iii. Periodic replacement of surfaces, elements, features and the like that have deteriorated through wear and tear.
- b) Maintain at all times in respect of the Public Reserve with an insurance company and upon terms approved by Botany Bay City Council ("Council") a policy of insurance in the joint names of the Registered Proprietor/Owners Corporation and Council in respect of public liability in the sum of \$10 million or such other amount as may reasonably be required by Council from time to time.

Terms of Right of Footway thirdly referred to in the abovementioned plan

An easement in the terms of Right of Footway in Part 2 of Schedule 8 of the Conveyancing Act 1919.

Approved by Botany Bay City Council


.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in metres:

(Sheet 3 of 4 Sheets)

Plan:

Plan of stratum Subdivision of part of Lot 100 DP 1155002
covered by Subdivision Certificate No. of


Terms of Easement fourthly referred to in the abovementioned plan

- 1) The owner of the lot benefited may:
 - a) Use each lot burdened, but only within the site of this easement, to provide services to or from each lot burdened, and
 - b) Do anything reasonably necessary for that purpose, including:
 - Entering the lot burdened, and
 - Taking anything onto the lot burdened, and
 - Carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures, signage and equipment.
- 2) In exercising those powers, the owner of the lot benefited must:
 - a) Ensure all work is done properly, and
 - b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - c) Cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - d) Restore the lot burdened as nearly as is practicable to its former condition, and
 - e) Make good any collateral damage
- 3) In further exercise of any powers relating to the provision of services for signage, the owner of the lot benefitted must:
 - a) Obtain the prior approval in writing of the registered proprietor of the Lot burdened (which approval shall not be unreasonably withheld) and comply with any conditions of such approval, and
 - b) Obtain any necessary development approval for the service under the Environmental Planning and Assessment Act 1979".
- 4) For the purpose of this easement, services includes supply of water, gas, electricity, telephone and television and discharge of sewage, stormwater, signage conduits and structures, sullage and other fluid wastes.

Name Of Person Empowered To Release Vary Or Modify Positive Covenants, Easements and Restriction On Use Of Land Referred To In The Abovementioned Plan.

Botany Bay City Council

Approved by Botany Bay City Council


.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in metres:

(Sheet 4 of 4 Sheets)

Plan:

Plan of stratum Subdivision of part of Lot 100 DP 1155002
covered by Subdivision Certificate No. of

Executed by TIPTELL PTY LIMITED

.....
Director

ABN

BY

.....
Secretary

.....
Signature of Witness

.....
L Metlege

.....
Name and Address of Witness

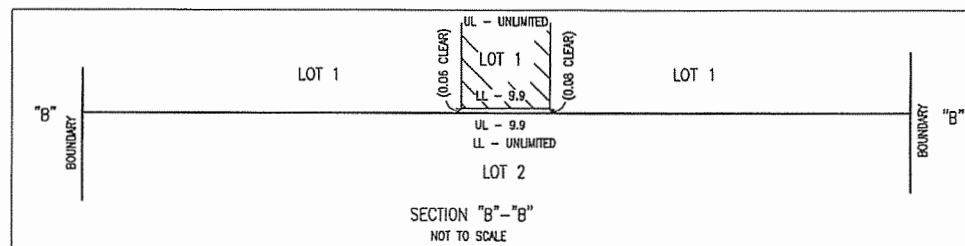
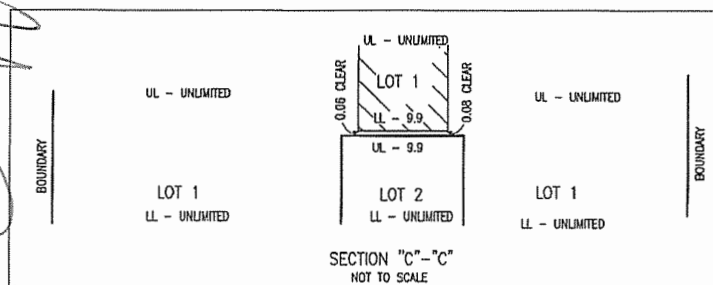
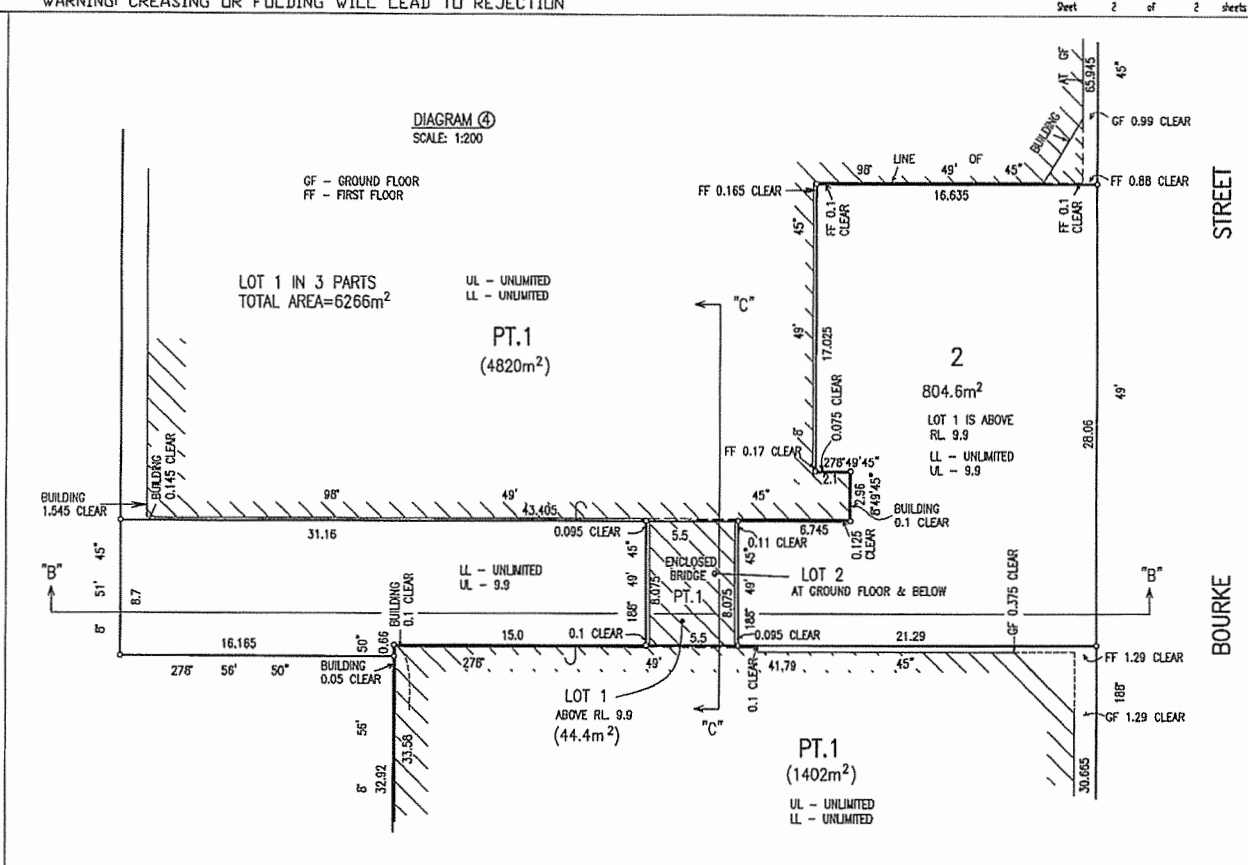
.....
M Metlege

.....
J Metlege

Approved by Botany Bay City Council

.....
Authorised Person





PP 1188343

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

| | |
|--|--|
| <p style="text-align: right;">Office use only</p> <p>Registered: Title System: Purpose:</p> | <p style="text-align: right;">Office use only</p> <p style="text-align: center; font-size: 1.5em;">PPN DP 1188343</p> |
| <p>PLAN OF STRATUM SUBDIVISION OF LOT 100 D.P. 1155002</p> | <p>LGA: BOTANY BAY Locality: MASCOT Parish: BOTANY County: CUMBERLAND</p> |
| <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p> | <p style="text-align: center;">Survey Certificate</p> <p>I, <u>VICTOR JOHN MANSELL OF W. BUXTON P/L</u> of <u>76 WILLISON ROAD, CARLTON 2218</u> a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on.....</p> <p>*(b) The part of the land shown in the plan (being/excluding.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature: <u>V. Mansell</u> Dated: <u>17/10/2013</u> Surveyor ID: <u>1566</u> Datum Line: <u>"A" - "B"</u> Type: <u>Urban/Rural</u> The terrain is <u>*Level-Undulating/*Steep-Mountainous-</u></p> <p><small>*Strike through if inapplicable ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p> |
| <p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>LARA KIRCHNER</u> * Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>[Signature]</u> Accreditation no: Consent Authority: <u>CITY OF BOTANY BAY</u> Date of Endorsement: <u>17 OCTOBER 2013</u> Subdivision Certificate no: <u>12-141 SCI</u> File no: <u>DA 12-141</u></p> <p><small>*Strike through if inapplicable</small></p> | <p>Plans used in preparation of survey/compilation-</p> <p>1155002</p> <p style="text-align: right;"><small>if space is insufficient continue on PLAN FORM 6A</small></p> |
| <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> | <p>SURVEYOR'S REFERENCE: <u>201280-3</u></p> |

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office use only

Office use only

PLAN OF STRATUM SUBDIVISION OF LOT 100
D.P. 1155002

PPN DP 1188343

This sheet is for the provision of the following information as required:

- A Schedule of lots and addresses – See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals – see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No:.....12-141-561.....

Date of Endorsement:.....17 OCTOBER 2013.....

| LOT NO. | STREET NO. | STREET NAME | STREET TYPE | LOCALITY |
|---------|------------|-------------|-------------|----------|
| 1 | 8 | BOURKE | STREET | MASCOT |
| 2 | — | BOURKE | STREET | MASCOT |

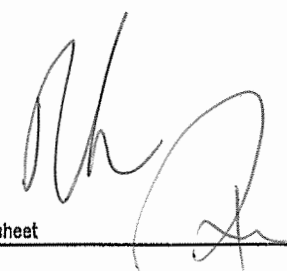
IT IS INTENDED TO DEDICATE LOT 2 AS PUBLIC RESERVE
IT IS INTENDED TO DEDICATE THE STRIPS OF LAND MARKED
ROAD WIDENING 6.97 WIDE AND VARIABLE WIDTH
AND
ROAD WIDENING LIMITED IN STRATUM
TO THE COUNCIL AS ROAD.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919,
IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT
2. POSITIVE COVENANT
3. RIGHT OF FOOTWAY VARIABLE WIDTH (WHOLE LOT)
4. EASEMENT FOR SERVICES VARIABLE WIDTH (WHOLE LOT)
5. RESTRICTION ON USE OF LAND (WHOLE LOT)

AS SET OUT IN THE ACCOMPANYING INSTRUMENT.

If space is insufficient use additional annexure sheet



SURVEYOR'S REFERENCE: 201280-3

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office use only

Office use only

PLAN OF STRATUM SUBDIVISION OF LOT 100
D.P. 1155002

PPN DP 1188343

This sheet is for the provision of the following information as required:

- A Schedule of lots and addresses – See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals – see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No.:.....12-141-551.....

Date of Endorsement:.....17 OCTOBER 2013.....

if space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 201280-2

Annexure "C"

Annexure "D" to the Original Document

Diagram for Easement for Signage and Easement for Electricity

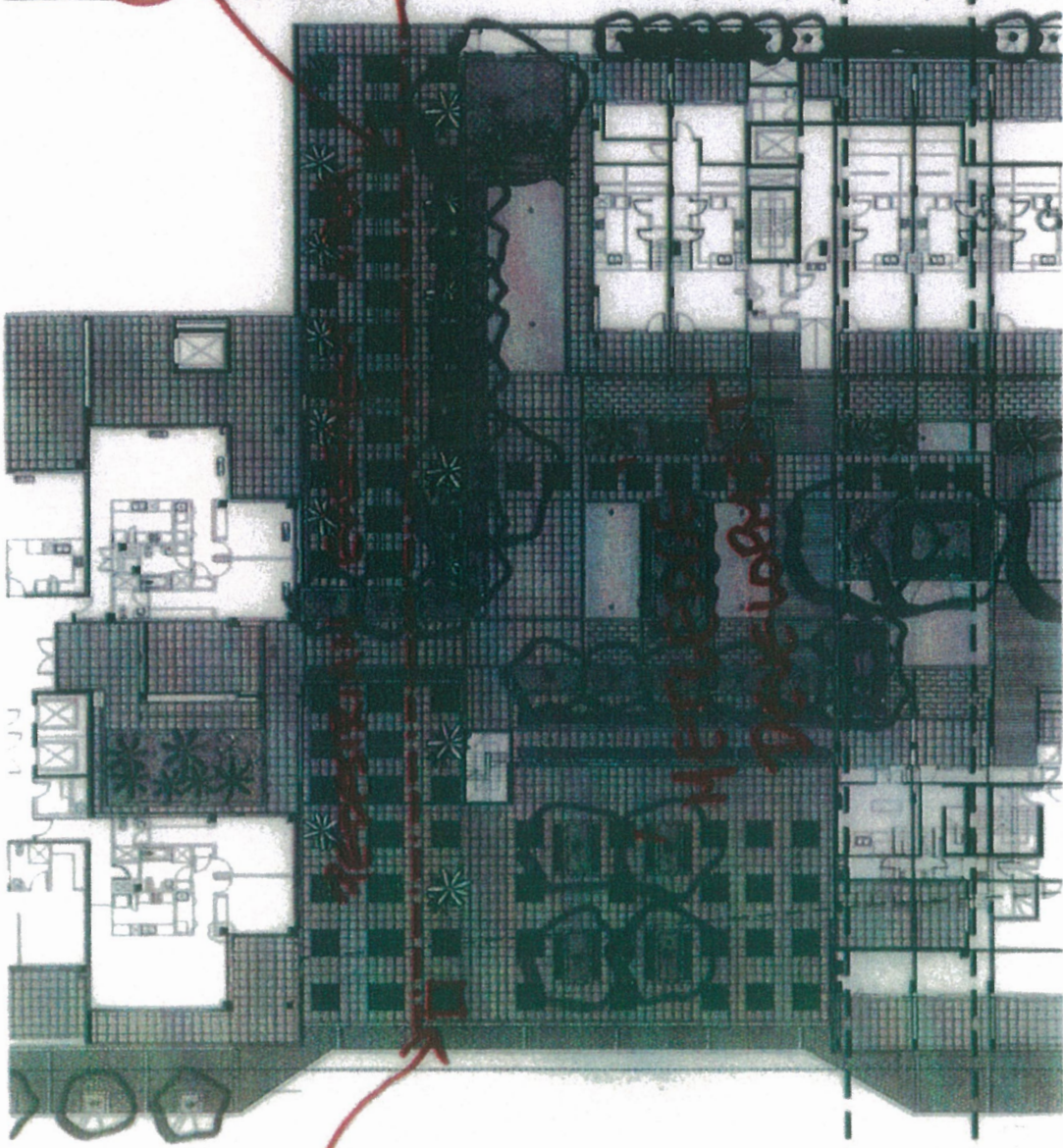
7 STOREY
COMMERCIAL
BUILDING

'MERTON
DEVELOPMENT



e A

LIVE OF
2 x 10m
CONDUITS



Bourke

BOURKE STREET

PROPOSED
SIGN
+ FOOTPATH


Cover shee